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#### Contract Database Metadata Elements

Title: **West Islip Union Free School District and West Islip Union Free School Custodial, Bus, Food Service, and Maintenance Employees, United Public Service Employees Union (UPSEU) (2013)**

Employer Name: **West Islip Union Free School District**

Union: **West Islip Union Free School Custodial, Bus, Food Service, and Maintenance Employees, United Public Service Employees Union (UPSEU)**

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# **WEST ISLIP PUBLIC SCHOOLS**

**West Islip, New York 11795**

## **AGREEMENT**

**FROM JULY 1, 2013 to JUNE 30, 2016**

**BETWEEN**

**West Islip Union Free School District**

**AND**

**UNITED PUBLIC SERVICE EMPLOYEES UNION**

**BOARD OF EDUCATION**  
**West Islip Union Free School District**

Steven Gellar, President  
Scott Brady, Vice President  
Annmarie LaRosa  
Ronald Maginniss  
Kevin O'Connor  
Robert Ulrich  
Michael Zotto

***Superintendent of Schools***  
Mrs. Bernadette Burns

**Negotiators for the  
Board of Education**

Thomas M. Volz, Esq.  
Mrs. Bernadette Burns, Superintendent of Schools  
Wendy J. Duffy, Assistant Superintendent for Business

**Negotiators for the  
United Public Service Employees Union**

Kevin E. Boyle, Jr.  
Ron Cleary  
Brian Honahan  
Kimberly Nowakowski  
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Frank Mariani  
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### CUSTODIAL SALARY SCHEDULE

2013-14, 2014-15, 2015-16 ..... Appendix "A"

### CAFETERIA SALARY SCHEDULE

2013-14, 2014-15, 2015-16 ..... Appendix "B"

### BUS DRIVER SALARY SCHEDULE

2013-14, 2014-15, 2015-16 ..... Appendix "C"

FRANK McDERMOTT ..... Appendix "D"

AGREEMENT made and entered into this tenth day of July, 2014, by and between the WEST ISLIP UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "Employer" or "District") and the UNITED PUBLIC SERVICE EMPLOYEES UNION, (hereinafter referred to as the "UNION").

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## **ARTICLE I APPLICABLE LAW**

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The Public Employees' Fair Employment Act, the other provisions of the Civil Service Law and the local laws of the Board of Education, WIUFSD, West Islip, which are not inconsistent with said Act and the Civil Service Law, will govern the terms of this Agreement.

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## **ARTICLE II RECOGNITION & DUES DEDUCTIONS**

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A. The District recognizes the United Public Service Employees Union as the sole and exclusive representative for all cooks, assistant cooks, food service, custodians, maintenance personnel, head and special custodians, driver messengers, bus dispatchers, auto mechanics and bus drivers, excluding the School Plant Superintendent, Food Service Director, and the Maintenance Crew Leader. This recognition shall extend for the maximum period permissible by law.

Upon the creation of a new title which the parties agree to include in the bargaining unit, the salary for such title will be negotiated by the parties. Prior to settlement, the District may tentatively establish the salary for the position.

B. The District shall deduct regular membership dues from the wages of those employees who submit duly executed authorization permitting such payroll deductions.

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## **ARTICLE III NO-STRIKE CLAUSE**

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The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, threaten or participate in such a strike.

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## **ARTICLE IV SALARIES, LONGEVITY, DIFFERENTIALS**

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A. Effective July 1, 2013, the salary schedule shall be the same as that applicable to the 2012-13 school year.

Effective July 1, 2014, the salary schedule shall be increased by one and one-quarter (1.25%) percent.

Effective July 1, 2015, the salary scheduled shall be increased by one and one-half (1.5%) percent.

## **B. LONGEVITY**

1. Employees who have completed thirteen (13) years or more of service as of July 1 shall receive a \$825 non-cumulative longevity increment. Employees who have completed eighteen (18) years or more of service as of July 1 shall receive an additional \$850 non-cumulative longevity increment.

### **2. Cafeteria**

Cafeteria employees who have completed thirteen (13) years or more of service as of July 1 shall receive a \$585 non-cumulative longevity increment. Cafeteria employees who have completed eighteen (18) years or more of service as of July 1<sup>st</sup> shall receive an additional \$610 in longevity increment.

## **C. DIFFERENTIALS**

The District shall continue to pay the following differentials and such differentials shall also be deemed part of all Appendices.

### **1. Cafeteria**

There will be a pay differential of \$500 for Assistant Cooks at central cooking kitchens. The Head Cook and Senior Cook shall receive a pay differential of \$500.

### **2. Custodial**

a. The Night custodian in charge of the Middle School shall receive \$1,000 above the regular custodian salary schedule.

b. The Night Custodian in charge of the High School shall receive \$1,200 above the regular custodian salary schedule.

c. Head and Chief Custodians shall receive additional lump sum payments as follows: Effective January 1, 1994 and each year thereafter, individuals employed as of that date shall receive an annual differential of \$300.00. These payments shall not be added to any salary schedule or become part of the base salary.

d. Custodial employees who work half or more of their shift from 3:00 p.m. on, shall be paid an annual night differential of \$600. These payments shall not be added to any salary schedule or become part of the base salary.

e. The night custodian in charge of the elementary schools shall receive \$500 above the regular custodian salary schedule.

## **D. SALARY AGREEMENT**

Each employee shall receive a salary agreement specifying the salary for the year and the employees' step placement at the beginning of the school year provided the salary for that year has been settled by the parties. In the event a settlement has not been reached at that time, the notice shall be given as soon as practical following the settlement.

## **E. WITHHOLDING INCREMENT**

The Superintendent or his/her designee may withhold the yearly salary increment of employees hired after December 17, 1997, in the event that an employee is deemed to have performed unsatisfactorily during any school year. An employee shall have the right to appeal the decision to withhold increment directly to the Superintendent of Schools provided such appeal is requested in writing within seven (7) days of the employee's receipt of notification to withhold increment. The Superintendent's decision on the appeal shall be final and not subject to the grievance or any other procedures or proceeding with the District or in any other forum.

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# **ARTICLE V WORKDAY, WORKWEEK, OVERTIME**

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## **A. WORKDAY-WORKWEEK**

### **1. Cafeteria**

a. Each full-time cafeteria worker shall work a minimum of a 6-hour day, 5 days a week. Break time for cafeteria workers hired after January 1, 2002 shall be designated by the employees' supervisor.

b. Ten-month food service employees shall begin their work year one (1) working day prior to the opening of school. Schools shall be deemed open on the first day teachers are required to report. The District may require part-time food service employees to begin their work year one (1) working day prior to the opening of school. If the District determines that the entire food service staff is not required on such days, volunteers will be sought and chosen on the basis of seniority or individuals will be designated by the District on the basis of inverse seniority.

### **2. Custodial**

Each full-time Custodial Worker shall work an 8-hour day, 5-day week, Monday through Friday, except as provided hereafter. Commencing April 2002, each full-time custodial worker shall work a 7.75 -hour day, 5-day a week, Monday through Friday, except as provided thereafter. The reduction in workday commencing April 2002, as set forth herein shall be implemented at the end of the workday. Buildings and Grounds personnel (e.g., custodian, cleaners, grounds men, maintenance) employed prior to July 1, 1982 may volunteer for other than a Monday to Friday workweek. Members of the unit who volunteer for such position shall be guaranteed an interview

by the District. If rejected, the applicant shall receive, upon request, in writing, the reason for not being selected. In addition, employees hired on or after July 1, 1982 may be assigned other than Monday-Friday workweek.

Members of the unit assigned to other than a Monday-Friday workweek shall receive an additional \$1,000 per year above their regular rate.

### **3. General**

All full-time custodial employees will be entitled to one fifteen-minute coffee break in the morning. All other full-time employees will be entitled to two (2) 15-minute coffee breaks, one in the morning and one in the afternoon.

### **4. Time Clocks**

The District at its discretion shall be permitted to require unit employees, except bus drivers, to punch a time clock when arriving and/or leaving the work place.

### **5. Additional Work (Transportation)**

The District shall offer all additional work hours related to transportation to District drivers. In the event that all capable District drivers are unavailable to perform such additional work, the District may offer such work to drivers employed outside the District. Bus drivers who are driving for a field trip within the District when school is not in session shall be paid two (2) hours pay or actual hours worked, whichever is greater. The District shall be permitted to transfer to non-unit personnel work exclusively performed by unit employees when a unit member performing bus transportation department duties separates from service, for whatever reason. This shall not effect the District's right to transfer to non-unit personnel work which is not exclusively performed by unit employees. In-district runs on Saturdays, Sundays and holidays shall have a three hour guarantee.

## **B. OVERTIME**

### **1. Custodial**

a. Overtime shall be paid at the rate of time and one-half for hours worked over seven and three quarter ( $7\frac{3}{4}$ ) hours in one day. However, no overtime shall be paid for Saturday or Sunday, unless thirty-eight and three quarters ( $38\frac{3}{4}$ ) hours at regular time (i.e., five  $7\frac{3}{4}$  hour days) have been completed during the week. The workweek shall run from 7:00 A.M. Monday to 7:00 A.M. Monday.

b. From the hours of 12:00 Midnight to 5:00 A.M., custodial personnel involved in emergency calls shall be paid a minimum of one (1) hour overtime salary.

c. Time and three-quarters ( $1\frac{3}{4}$ ) shall be paid for custodial Sunday overtime.



d. In determining the number of hours worked in a workweek for overtime purposes, the District will count vacation days, bereavement days and personal days. Family illness days and sick leave days will not be counted.

e. All custodial employees can be made to work overtime in emergency situation at the discretion of the Superintendent for his/her designee.

## **2. Cafeteria**

Cafeteria employees shall be paid at the rate of time and one-half (1 1/2) of their regular rate for all hours worked in excess of forty (40) hours of actual work in one week.

## **3. Bus Drivers**

Bus Drivers shall be paid at the rate of time and one-half (1 1/2) of their regular rate for all hours worked in excess of forty (40) hours of actual work in one week.

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# **ARTICLE VI HOLIDAYS**

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All full-time custodial personnel shall be guaranteed a minimum of sixteen 16 holidays per year in the official calendar adopted by the District. All full-time bus drivers and cafeteria employees shall be guaranteed those holidays which fall between September 1 and June 30. Part-time cafeteria workers shall be entitled to two (2) holidays with pay per year. Holiday schedules are attached to the contract for information purposes. The Union shall be consulted for their holiday recommendations.

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# **ARTICLE VII LEAVES OF ABSENCE**

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## **A. SICK LEAVE**

### **1. Cafeteria**

a. In the first year of employment, full-time cafeteria workers who have worked five (5) months may earn five (5) six-hour sick days to accrue at the rate of one (1) per month commencing from the start of the sixth month to the end of the tenth month. Thereafter, full-time cafeteria employees may earn ten (10) six-hour days of sick leave per year to accrue at the rate of one (1) per month cumulative to sixty (60) days for pay at retirement.

b. Effective July 1, 1978, full-time Cafeteria employees shall be permitted to accumulate one hundred and twenty (120) days for sick leave purposes only.

c. After five (5) months of employment, part-time cafeteria employees may earn three (3) four-hour days of sick leave to accrue on a pro-rata basis from the beginning of the sixth month to the end of the tenth month. Thereafter, part-time cafeteria employees may earn up to

sixth month to the end of the tenth month. Thereafter, part-time cafeteria employees may earn up to six (6) four-hour days of sick leave to accrue on a pro-rata basis throughout the year.

Effective July 1, 1978, part-time Cafeteria employees may accumulate sick leave up to thirty (30) days for sick leave purposes only. Part-time cafeteria workers shall receive no terminal allowance.

## **2. Custodial**

In the first year of employment custodial workers who have worked six (6) months may earn six (6) eight-hour days of sick leave to accrue at the rate of one (1) per month commencing from the start of the seventh month until the end of the twelfth month. Thereafter, custodial employees may earn twelve (12) eight-hour days of sick leave per year to accrue at the rate of one per month cumulative to one hundred twenty (120) days.

## **3. Bus Drivers**

a. In the first year of employment, full-time bus drivers who have worked five (5) months may earn five (5) six-hour sick days to accrue at the rate of one (1) per month commencing from the start of the sixth month to the end of the tenth month. Thereafter, full-time bus drivers may earn ten (10) six-hour days of sick leave per year to accrue at the rate of one (1) per month cumulative to one hundred twenty (120) days for pay at retirement.

b. Drivers employed prior to July 1, 1986 shall continue to receive the benefits they are currently receiving. Employees hired after July 1, 1986 who are regularly scheduled to work twenty five (25) hours or more per week shall receive the same fringe benefits as the employees who were hired prior to July, 1986. It is understood that all bus drivers who are regularly scheduled to work twenty five (25) hours or more per week shall be entitled to health insurance, dental insurance, optical insurance, holidays, vacation, longevity, retirement and terminal pay, sick days, family illness days and the retirement plan as specified in the contract.

## **4. General**

a. After three (3) years employment, the District will match the number of sick days accumulated by an employee in the event of prolonged illness.

b. It is agreed that where there is evidence of a pattern of absenteeism, that both parties to this Agreement will make every effort to investigate and recommend a solution to correct this matter, and if it is proven that this pattern of absenteeism is not legitimate, it may result in the employee's immediate dismissal.

c. Employees hired subsequent to December 17, 1997 shall be permitted to accumulate a maximum accrual of eighty-nine (89) sick days. These employees shall not receive a terminal allowance and therefore shall not be paid for unused sick leave upon retirement, death, resignation or other termination of employment.

d. The District may require employees to provide a written physician's certification to the employee's immediate supervisor regarding any illness/injury after four (4) consecutive days of absence.

e. Central administration may require employees to submit to a physical examination upon demand, to be conducted by the District's designated physician, after such employee has been absent for sixty (60) days or more as a result of illness or injury. Nothing contained in this provision shall impede or limit the Board's right pursuant to Section 913 of the Education Law and/or the appropriate sections of the Civil Service Law, to order a physical examination, pursuant to Board resolution, irrespective of whether an employee is absent from work or the number of days of any such absence.

f. Each employee will be allowed to donate up to five (5) sick days to another UPSEU member whose injury or sickness has disabled him/her from working for a period which exceeds his/her accumulated sick days. In the event of such an injury or sickness, the circumstances giving rise to the need for days and the number of days needed shall be presented to the Superintendent. The Superintendent shall be authorized to request medical documentation supporting the need for days from the employee in need. The determination of who is eligible to receive the donated sick days will be made by a two-person panel. One panel member will be appointed by the UPSEU executive board and one panel member will be appointed by the Superintendent. If the panel cannot agree on eligibility, the matter will be submitted to the Board of Education whose decision shall be final and not subject to a grievance or other challenge. No employee shall be eligible for a donation of days for a reoccurrence of any injury or sickness for which he/she has received a previous donation unless such injury or sickness is catastrophic or life-threatening, which shall then be reviewed by the panel in accordance with this paragraph. Days which are donated shall be used by the employee at his/her rate of pay. Donated days not utilized shall be maintained in a bank for use by an employee approved for a subsequent donation with the understanding that the number of days which may be donated to that employee shall be reduced by the number of days which are in the bank. The terms of this Article shall not impact the District's right to require an employee to submit to a medical exam or any other rights as provided by law.

## **B. PERSONAL LEAVE**

Provided prior approval has been granted, Cafeteria and Custodial employees and full-time Bus Drivers will be allowed two (2) personal business days per school year at the discretion of the Superintendent. Additional days may be permitted at the discretion of the Superintendent.

## **C. FAMILY ILLNESS LEAVE**

Cafeteria and Custodial employees, and full-time Bus Drivers will be allowed two (2) days for illness in the family. These days shall not be deducted from sick leave. Additional days may be granted at the discretion of the Superintendent.

## **D. BEREAVEMENT LEAVE**

For each death in the immediate family, all employees will be allowed three (3) days' leave. Additional days may be allowed at the discretion of the Superintendent when unusual circumstances warrant such action. These days will not be charged against the annual sick leave. For the purposes of this provision "immediate family" shall be defined as the employee's mother, father, grandmother, grandfather, spouse, spouse's father and mother, the employee's children, brothers and sisters, and the employee's aunt or uncle.

## **E. VACATION LEAVE**

### **1. Full-Time Custodial**

Custodial workers will be granted 6-2/3 hours of vacation for each month worked for the first year, and two (2) weeks each year thereafter. Custodial employees will be granted three (3) weeks of paid vacation time after the completion of five (5) years of service in the District, and four (4) weeks paid vacation after the completion of eleven (11) years of service in the District.

### **2. Bus Drivers**

Full-time Bus Drivers will receive prorated vacations on a 10/12 basis. Unused vacation time shall be paid to drivers subsequent to the end of the school year.

### **3. General**

a. Vacation eligibility shall not be determined until the termination of the school year in which vacations are earned.

b. Those employees who resign or retire from the employ of the District subsequent to January 1 of the school year shall receive payment for any unused earned vacation on a prorated basis.

c. Provided one (1) month's advance written request is made to the Business Office, vacation pay shall be given to the employee prior to the commencement of his/her vacation. All bargaining unit members shall provide a minimum of two weeks' notice for vacation requests of one week or more in length.

d. In determining the number of years completed for vacation eligibility purposes for ten (10) month employees hired prior to February 1 in any given school year will be considered to have worked the entire year. Ten-month employees hired subsequent to February 1 will not be considered to have worked the entire year. For twelve (12) month employees, individuals hired prior to January 1 will be considered to have worked the entire year. Twelve-month employees hired subsequent to January 1 will not be considered to have worked for the year.

e. Department Supervisor shall have the right to reject vacation requests in excess of two consecutive weeks. Such right shall be exercised reasonably. The employees named in Appendix "D" shall be excluded from this provision.

f. Operations and maintenance department employees shall be entitled to carry over up to five (5) vacation days earned in one (1) school year to the following school year, but such days shall be utilized prior to September 1<sup>st</sup> of the year into which the days are carried over.

## **F. CHILD-REARING LEAVE**

If an employee plans to apply for a child-rearing leave of absence, written notification should, if possible, be made to the Superintendent of Schools at least one (1) month before the leave begins. The leave of absence shall be without pay. The leave shall commence and end at a date mutually agreed upon by the Board of Education and the employee, and shall be based on the best interests of the District.

A child-rearing leave may not extend beyond one (1) year, and there shall not be a pyramiding of leaves. Child-rearing provisions will apply to adoption of children.

## **G. RECORDS**

All records concerning leave days will be maintained in the District Office and will be available to an employee upon request.

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# **ARTICLE VIII RETIREMENT AND TERMINAL PAY**

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**A.** Employees will be eligible to participate in the New York State Employees' Retirement System, retirement plan (75i), which is effective August 13, 1997.

**B.** Upon retirement or death, full-time ten (10) and twelve (12) month employees, except Cafeteria workers, shall receive payment for all accumulated unused sick days up to a maximum of one hundred twenty (120) days at the rate of sixty-five (\$65) dollars per day up to a maximum of \$7,800.

**C.** Upon retirement or death, full-time Cafeteria employees, including those deemed full-time for fringe benefit purposes, shall receive payment for all accumulated unused sick days up to a maximum of sixty (60) days at the rate of thirty (\$30) dollars per day up to a maximum of eighteen hundred (\$1,800) dollars. Part-time Cafeteria employees who work at least four (4) hours per day shall receive payment for all accumulated unused sick days up to a maximum of sixty (60) days at the rate of twenty (\$20) dollars per day up to a maximum of \$1200.

**D.** Notwithstanding any other provision contained in this contract, employees hired subsequent to December 17, 1997, shall be permitted to accumulate a maximum accrual of eighty-nine (89) sick days. This accrual may only be accumulated for leave purposes. These employees shall not be paid for unused sick leave upon retirement, death, resignation or other termination of employment.

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## **ARTICLE IX INSURANCE**

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### **A. HEALTH INSURANCE**

Full-time employees and the cafeteria employees designated full-time for fringe benefit purposes will be eligible to participate in the Enhanced Empire Health Insurance Plan. Employees participating in the health insurance plan shall be required to contribute towards the cost of such plan, whether family or individual, in an amount equal to seven and one-half (7.5%) percent of the premium. Employees hired on or after July 1, 2014, who participate in the health insurance plan shall be required to contribute toward the cost of such plan, whether family or individual, in an amount equal to fifteen (15%) percent of the premium. This contribution shall be made via payroll deduction.

Members of the unit hired prior to the full and final ratification of the 2009-2013 Memorandum of Agreement (March 7, 2011) who withdraw from the District's plan during the life of this agreement shall receive 50% of the cost of the District's yearly contribution toward premiums for individual or family coverage which ever was applicable at the time of the withdrawal, provided they remain uncovered under such plan for a period of twelve (12) consecutive months. Members of the unit hired after full and final ratification of the 2009-2013 Memorandum of Agreement (March 7, 2011) shall be paid twenty-five hundred (\$2,500.00) dollars if they withdraw from the family plan and shall be paid twelve hundred fifty (\$1,250.00) dollars if they withdraw from the individual plan, pursuant to this paragraph. Such payments shall be made at the end of the twelve (12) month period and annually thereafter. Nothing contained herein shall preclude a member from reentering the plan within the twelve (12) month period provided, however, that in the case of a member who reenters in less than twelve (12) months no payment shall be made. After the twelve (12) month period, such member may re-enter the plan if he/she is no longer covered by the comparable plan of a spouse. Notwithstanding the above, should NYSHIP Employee Benefits Division Policy Memorandum 122r3, which restricts NYSHIP opt-out provisions and which is the subject of litigation, be reinstated, no opt-out pursuant to this paragraph will be valid, if as a result, the employee is a dependent on a spouse's NYSHIP plan.

The District shall contribute towards health insurance premiums for those members of the unit retiring on or after July 1, 1986 who are receiving health insurance benefits at the time of their retirement.

The District shall pay 75% of the premium for those eligible employees covered by individual plans and 75% of the premium for those eligible employees covered by family plans provided, however, that in no event shall the District's cost exceed \$170 per month for 1992-93 per retiree, and thereafter. The retiree shall pay the remainder of the premiums.

Notwithstanding any provision delineated above, the District may unilaterally change health insurance carriers provided the same level of benefits and coverage are maintained for eligible unit employees.

## **B. DENTAL INSURANCE**

Should the cost of the District dental plan exceed the amount set forth below, the union shall have the right to suggest alternative commensurate coverage to the District.

Effective July 1, 2013, the District shall contribute up to a maximum of \$886 per participant per year toward dental insurance coverage for those employees of the unit eligible for health insurance coverage. The District's contribution as reflected herein, shall be increased by \$36 per year in each year of Agreement.

## **C. OPTICAL**

The District shall contribute a maximum of \$190 per participant per year toward optical insurance for those members of the unit eligible for health insurance. All food service employees not eligible for health insurance from the District shall receive optical coverage through the District's plan.

## **D. DISABILITY INSURANCE**

The District shall provide a short-term disability plan pursuant to the provisions of the New York State Disability Benefit Law for all part-time cafeteria employees working less than 20 hours per week. The District shall provide a long-term disability plan in accordance with CNA Group Benefits, which shall be applicable to all active, full-time, cafeteria, bus drivers, custodians and maintenance employees working 20 hours or more per week. Such plan shall have a 180-day elimination period, and provide 60% of monthly salary up to \$4,000 per month.

Effective July 1, 2014, the District shall provide long-term disability in accordance with a UPSEU group benefit plan, which shall be applicable to all active full-time, cafeteria, bus drivers, custodians and maintenance employees working twenty (20) hours or more per week. Such plan shall have a 90-day elimination period, and provide sixty (60%) percent of monthly salary up to \$4,000 dollars per month. During the term of this Agreement UPSEU shall guarantee the District's premium for such plan not exceed \$.22/\$100 of salary/month. The District shall contribute such payment to the UPSEU Plan on a monthly basis.

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## **ARTICLE X TAX SHELTERED ANNUITY**

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Present full-time employees shall have the opportunity to enroll in any one of the tax-sheltered annuity programs available to the employees of the District and may have the charges related thereto deducted from their salary. Enrollment shall be limited to the months of October and February in each year.

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## **ARTICLE XI RECIPROCAL RIGHTS**

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**A.** The Union will have the right to post notices and communications on the bulletin boards maintained on the premises and facilities of the Employer, subject to the approval of the contents of such notices and communications by the Superintendent of Schools, or his/her designee. The officers and agents of the Union should have the right to visit the District's facilities for the purpose of adjusting of grievances and administering the terms and conditions of this contract during normal working hours. A bulletin board shall be maintained in the transportation office for union use.

**B.** Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract will be permitted a reasonable amount of time, subject to the approval of the Superintendent of Schools, free from their regular duties to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the District and the employee and uninterrupted operation of government.

**C.** Three (3) days annually will be granted without loss of pay to an employee who has been designated to represent the unit at the Union conferences, conventions, workshops, etc.

Five (5) days annually will be granted without loss of pay to an employee who holds office on a Union level to attend conventions and workshops relevant to Union matters only.

**D.** A bulletin board will be provided by the district in the Custodian's room of each building for Union notices, etc. Permission will be granted to the Union to use the interschool mail for distribution of meeting notices, etc.

**E.** Upon employment by the School District, a new employee will be given a copy of the current contract, along with other Union materials, from the Business Office.

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## **ARTICLE XII GRIEVANCE PROCEDURE**

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### **Definitions**

1. "Employee" shall mean any member of the bargaining unit.
2. "Supervisor" shall mean any person to whom the employee is directly responsible (e.g., department chairperson, district supervisor, coordinator, director, assistant principal, building principal, superintendent of schools, head of unit manager, head custodian, or school plant superintendent).
3. "Grievance" shall mean an alleged violation of a specific provision of this Agreement.
4. "Days," unless otherwise indicated, shall mean working days.



## **Basic Standards and Principles**

1. It shall be the responsibility of supervisors at all levels, commensurate with the authority delegated to them by their superiors to consider promptly and take appropriate action upon grievances presented to them by employees under their supervision. To such extent as it is practicable, appropriate authority shall be delegated to such supervisor to enable them to carry out the purposes of this statement.

2. It shall be the responsibility of the Superintendent to take such steps as may be necessary to give effect to the provisions of this statement.

3. Every employee shall have the right to present his/her grievances to the District in accordance with the provisions of this statement, free from interference, coercion, restraint, discrimination or reprisal, and the grievance procedure established under this statement shall provide for the right to be represented at all stages thereof.

## **Procedural Stages and Requirements**

1. **Stage 1** - The first procedural stage shall consist of the employee's presentation of his/her grievance, in writing, to his/her immediate supervisor, who shall, to such extent, as he/she may deem appropriate, consult with his/her superiors. The discussion and resolution of grievances at the first stage shall be on an oral and informal basis. Such grievance shall be presented within thirty (30) calendar days of the date of the alleged grievance, or it shall be deemed waived. If such grievance is not satisfactorily resolved within five (5) days, such employee may proceed to the second stage.

### **2. Stage 2 -**

a. Within ten (10) days after a determination has been made at the preceding stage, the aggrieved employee may make a written request to the Superintendent or his/her designee for a review and determination. If the Superintendent designates a person to act on his/her behalf, he/she shall also delegate full authority to such person to render a determination.

b. The Superintendent or his/her designee shall immediately notify the aggrieved employee, immediate supervisor and any other administrator previously rendering a determination in the case to submit written statements to him/her within five (5) days setting forth the specific nature of the grievance, the facts relating thereto and the determination(s) previously rendered.

c. If such is requested in the written statement of either party pursuant to paragraph *b* above, the Superintendent or his/her designee shall notify all parties concerned in the case of the time and place when an informal hearing will be held and where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within five (5) days of receipt of written statements pursuant to paragraph *b*.

d. The Superintendent or his/her designee shall render his/her determination within ten (10) days after the written statements, pursuant to paragraph *b*, have been presented to him/her.

**3. Stage 3 -** There is hereby established an impartial review panel, consisting of nine members. The panel shall consist of six members selected by non-teaching employees and three members selected by the Superintendent of Schools. The panel shall select one of its members as chairperson. Members shall serve for a term of one year from July 1st of each year. In the event a vacancy occurs on either panel, the group suffering such vacancy shall fill such vacancy within ten days after the vacancy occurs. If the vacancy is not so filled, the Superintendent shall appoint a person from the particular group to serve on the panel for the unexpired term. The procedure of the review stage shall be as follows:

a. The aggrieved employee may, within five (5) days of the determination by the Superintendent, make a written request to the chairperson of the particular review panel for review of the case.

b. Within five (5) days of receipt of such written request of *a* above, a review board of three members shall be selected from the members of the particular review panel as follows: one member shall be selected by the aggrieved employee, one by the Superintendent of Schools and the two members thus selected shall select the third member, who shall be chairperson of such review board. If the two members thus selected cannot agree on the selection of a third member for the review board within five (5) days, then the two members already selected will act and then present either a single recommendation or individual recommendations to the Superintendent.

c. The Superintendent shall upon request of the chairperson of the review board submit all written statements concerning the case to the review board.

d. The review board shall notify all parties concerned of the time and place when a hearing will be held. Such hearing shall be held within ten (10) days of receipt of the request pursuant to *a* above. Each party concerned shall have the right to present further statements at such hearing.

e. The review board shall render its report to all parties concerned in written form within five (5) days after conclusion of the hearing. Such report shall include a statement of findings of fact, conclusions and advisory recommendations.

f. The Superintendent shall then render his/her final determination within two (2) days after receiving the report of the review board.

g. If the grievance is still unresolved, the aggrieved employee may proceed to the Board stage.

**4. Stage 4. Board Stage -** The aggrieved employee may, within five (5) days of the final determination by the Superintendent, make a written request to the Board of Education for

review and determination. All written statements and records of the case shall be submitted to the President of the Board by the chairperson of the review board. The Board may hold a hearing to obtain further information regarding the case. The Board shall render a final decision within ten (10) days after receiving the request for review.

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## **ARTICLE XIII SENIORITY**

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For the purpose of this agreement, seniority shall be defined as length of service within the position based upon the original date of hire of any employee covered by this agreement and shall be used for purposes of determining layoff and recall.

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## **ARTICLE XIV WORKING CONDITIONS**

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The District will notify the Union at least seven (7) days in advance of any change in working methods or working conditions, except where such change is required because of an emergency or major disaster over which the Employer has no control.

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## **ARTICLE XV SNOW DAYS**

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One (1) time per year, custodial, grounds, maintenance and mechanic employees shall be granted compensatory time for up to four (4) hours when school is closed and clerical employees are granted a day off. The date upon which such compensatory time is taken by an employee shall be determined by the Director of Buildings and Grounds and shall occur during the school year after the year in which school is closed for a snow day. For the purpose of this paragraph only, snow days which occur after execution of this memorandum of agreement shall result in compensatory time.

Any Custodian claiming illness when called for work on a snow day, who has a record of previous absences on snow days, may be required to present a doctor's note for that day or have a salary deduction.

Part-time food service workers shall receive payment for up to two (2) snow/emergency school closure days per year. Any unused entitlement shall be paid to the employee with the last payroll of the school year.

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## **ARTICLE XVI EVALUATION OF STAFF**

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**A.** The Superintendent of Buildings and Grounds shall perform a written evaluation of each Chief and Head Custodian, and the Maintenance Supervisor twice annually.

**B.** Building Principals shall perform a written evaluation of the performance of their respective Chief and Head Custodians once during the course of the year in addition to an end of year

evaluation to be conducted with the Superintendent of Buildings and Grounds.

**C.** Head and Chief Custodians shall monitor daily performance of all employees under their supervision. These observations shall be utilized as part of the basis for the written evaluation to be performed at least three times annually, (e.g., CW 1, MM III, Pool Man, etc.). The results of these evaluations are to be provided to the Principal by the Head or Chief. The Principal and the Head or Chief shall perform a written evaluation of each custodian annually.

**D.** The Maintenance Crew Chief shall monitor daily performance of the maintainers as part of the basis for a written evaluation to be performed three times annually in addition to an end of year evaluation, (e.g., MM III, Grounds men, Driver Messenger, etc.). The results of these evaluations are to be provided to the Superintendent of Buildings and Grounds by the Maintenance Crew Chief. The Superintendent of Buildings and Grounds and the Maintenance Supervisor shall perform a written evaluation of each maintainer annually.

**E.** All evaluations shall utilize a form developed by the District.

**F.** The employee(s) responsible for the supervision of each school's kitchen shall monitor the daily performance of all employees under their supervision. This will constitute part of the basis for a written evaluation to be performed at least twice annually including an end of year evaluation. The results of these evaluations are to be provided to the Director of School Food Service by the supervisor. The Director shall perform a written evaluation of each building supervisor and other district employees under his/her direct supervision annually.

**G.** The Transportation Supervisor shall monitor the daily performance of all employees under his/her supervision. This will constitute part of the basis for a written evaluation to be performed twice annually including an end of year evaluation.

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## **ARTICLE XVII PAYROLL SAVING DEDUCTIONS**

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Employees may once annually request that the District deduct set sums of money from each paycheck for the purpose of purchasing U.S. Savings Bonds and/or for deposit in the Credit Union.

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## **ARTICLE XVIII OPENINGS**

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### **CUSTODIAL and FOOD SERVICE**

**A.** All vacant positions within the unit shall be posted by the District for seven (7) working days in each school building.

**B.** No labor class or non-competitive position shall be filled by an applicant from outside the District except and until all internal candidates who apply for such positions and who meet the minimum civil service requirements, have been interviewed.

Nothing contained in this Article requires the District to hire internal applicants for the aforementioned vacant positions. The District has the sole non-grievable discretion to reject such internal applicants.

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## **ARTICLE XIX JURY DUTY**

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Jury duty or attendance required in court by the District will not result in payroll deductions and the number of days will not be deducted from sick leave. Compensation paid to the employee by the court for serving jury duty shall be reimbursed to the District. This does not include travel expense. All employees must notify his/her immediate supervisor as soon as possible after receipt of notice of jury service and a copy of such notice shall be provided to the Business Office as soon as possible and prior to the date for such service. In addition, proof of jury service must be submitted to the Business Office upon completion of jury service. Failure to submit notification and proof of jury service may result in loss of pay for days served.

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## **ARTICLE XX CONTRACTUAL RIGHTS**

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No sections of this contract can be changed or abridged without prior consent of both parties.

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## **ARTICLE XXI OUT OF TITLE**

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### **A. CUSTODIAL**

Custodial workers covering Head Custodian for a period of more than five (5) consecutive working days will receive Head Custodian's salary on that worker's step, provided, however, that time worked during the Head Custodian's vacation will not be construed as coverage.

### **B. CAFETERIA**

Any cafeteria employee taking over a higher position will be paid at the higher rate for that position after two days in such out-of-title assignment, retroactive to the first day.

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## **ARTICLE XXII CAFETERIA EMPLOYEES**

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### **A. WORKING CONDITIONS**

1. Any District function over the 6-hour workday for full-time employees, or 4-hour workday for part-time employees, will be paid at the minimum wage of their hourly rate or pay, whichever is higher. This pay rate will also apply to any function held when school is not in session.

2. P.T.A. functions will be paid at the minimum wage or the hourly rate of pay, whichever is higher.

3. If Cafeteria personnel are to work for after-school functions, they will first be selected on a voluntary basis and will not be compelled to work unless sufficient voluntary personnel are not available.

4. An employee will not work alone in a building at after-school functions.

5. Cafeteria employees will not be required to work on Labor Day.

6. If feasible, an outside phone connection will be available for any Cafeteria employees working in the District at night.

## **B. CUTBACKS**

In the event of a planned cutback of Cafeteria personnel to be effective September of any school year, the employees and the Union will be notified in writing by the preceding July 31st, if practicable.

## **C. UNIFORMS**

Cafeteria workers shall be required to wear uniforms, which will be provided by the District.

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## **ARTICLE XXIII DRIVERS**

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Bus drivers shall be required to wear jackets, which will be provided by the District.

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## **ARTICLE XXIV CUSTODIAL UNIFORMS**

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Custodial workers shall be required to wear uniforms, which will be provided by the District. The number of uniforms provided by the District is limited to five (5) per year. Employees shall be permitted to purchase additional uniforms at their own cost and expense through an authorized payroll deduction.

The District shall provide and maintain in each building foul weather gear, limited to rubber jackets, rubber boots, and rubber pants for use by custodial and maintenance personnel.

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## **ARTICLE XXV NON-SMOKING POLICY**

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The District's non-smoking policy shall be deemed a part of this contract.

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## ARTICLE XXVI TAYLOR LAW NOTICE

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IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

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## ARTICLE XXVII TERM OF AGREEMENT

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This Agreement shall be effective from July 1, 2013, up to and including the close of business on June 30, 2016.

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## ARTICLE XXVIII DISCIPLINE and DISCHARGE

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Any employee who is suspended or discharged shall have the right to a meeting with the Superintendent or his/her designee to discuss the action taken. The decision of the Superintendent or his/her designee with respect to the suspension or discharge shall be deemed final.

### WEST ISLIP UNION FREE SCHOOL DISTRICT

Date: March 6, 2015

By: Bernadette Burns  
Bernadette Burns  
Superintendent of Schools

### UNITED PUBLIC SERVICE EMPLOYEES UNION

Date: MARCH 25, 2015

By: [Signature]  
Kevin E. Boyle, Jr. President

Date: March 11, 2015

By: [Signature]  
Operations, Grounds, Maintenance

Date: \_\_\_\_\_

By: [Signature]  
Food Service Delegate

Date: March 13, 2015

By: [Signature]  
Transportation Delegate

# Appendix A

## UPSEU: CUSTODIAL STAFF 2013/2014 plus 0.0%

Step	CUST WRKR	DRIV/MES	AUTO MECH MAINT III	HEAD CUST	MS	JR HIGH CHIEF	MECH IV	GROUNDSS III
		CST/BUS D GR/ MAINT I & II			HEAD CUST			SR HIGH CHIEF
1	42,658	45,482	48,315	49,725	50,778	52,552	55,379	58,206
2	43,769	46,596	49,425	50,836	52,251	53,666	56,494	59,322
3	44,865	47,694	50,519	51,934	53,349	54,766	57,591	60,416
4	45,964	48,793	51,620	53,032	54,448	55,861	58,691	61,518
5	47,070	49,894	52,723	54,138	55,553	56,965	59,794	62,622
6	48,167	50,995	53,824	55,234	56,649	58,063	60,891	63,717
7	49,367	52,200	55,029	56,441	57,857	59,271	62,097	64,924
8	50,573	53,407	56,229	57,643	59,057	60,474	63,300	66,125
9	52,280	55,106	57,935	59,345	60,759	62,173	65,001	67,827
10	52,946	55,773	58,603	60,013	61,427	62,841	65,667	68,494

## UPSEU: CUSTODIAL STAFF 2014/2015 plus 1.25%

Step	CUST WRKR	DRIV/MES	AUTO MECH MAINT III	HEAD CUST	MS	JR HIGH CHIEF	MECH IV	GROUNDSS III
		CST/BUS D GR/ MAINT I & II			HEAD CUST			SR HIGH CHIEF
1	43,191	46,051	48,919	50,347	51,413	53,209	56,071	58,934
2	44,316	47,178	50,043	51,471	52,904	54,337	57,200	60,064
3	45,426	48,290	51,150	52,583	54,016	55,451	58,311	61,171
4	46,539	49,403	52,265	53,695	55,129	56,559	59,425	62,287
5	47,658	50,518	53,382	54,815	56,247	57,677	60,541	63,405
6	48,769	51,632	54,497	55,924	57,357	58,789	61,652	64,513
7	49,984	52,853	55,717	57,147	58,580	60,012	62,873	65,736
8	51,205	54,075	56,932	58,364	59,795	61,230	64,091	66,952
9	52,934	55,795	58,659	60,087	61,518	62,950	65,814	68,675
10	53,608	56,470	59,336	60,763	62,195	63,627	66,488	69,350

## UPSEU: CUSTODIAL STAFF 2015/2016 plus 1.5%

Step	CUST WRKR	DRIV/MES	AUTO MECH MAINT III	HEAD CUST	MS	JR HIGH CHIEF	MECH IV	GROUNDSS III
		CST/BUS D GR/ MAINT I & II			HEAD CUST			SR HIGH CHIEF
1	43,839	46,741	49,653	51,102	52,184	54,007	56,912	59,818
2	44,981	47,886	50,793	52,244	53,698	55,152	58,058	60,964
3	46,107	49,015	51,918	53,372	54,826	56,282	59,186	62,089
4	47,237	50,144	53,049	54,500	55,956	57,408	60,316	63,221
5	48,373	51,275	54,183	55,637	57,091	58,542	61,450	64,356
6	49,501	52,407	55,314	56,763	58,217	59,671	62,577	65,481
7	50,734	53,645	56,553	58,004	59,459	60,912	63,816	66,722
8	51,973	54,886	57,786	59,239	60,692	62,148	65,053	67,956
9	53,728	56,632	59,539	60,988	62,441	63,894	66,801	69,705
10	54,412	57,317	60,226	61,675	63,128	64,581	67,485	70,390



# Appendix B

## UPSEU: CAFETERIA STAFF 2013/2014 plus 0.0%

Step	---- COOK ----		---- ASST COOK ----			FOOD SERV WORKER PART TIME
	7 HRS	6 HRS	7 HRS	6 HRS	4 HRS	
New Hires	-	-	-	-	-	13.84 / HR
1	-	19,560	19,756	16,933	11,289	14.38 / HR
2	-	20,590	20,661	17,709	11,806	14.86 / HR
3	-	21,729	21,646	18,553	12,367	15.40 / HR
4	-	22,860	22,634	19,400	12,933	15.94 / HR
5	-	23,994	23,629	20,253	13,505	16.63 / HR
6	-	25,132	24,615	21,099	14,067	16.97 / HR
7	-	26,264	25,605	21,947	14,633	
8	32,346	27,765	26,936	23,088	15,467	
9	33,680	28,904	28,268	24,230	16,226	

## UPSEU: CAFETERIA STAFF 2014/2015 plus 1.25%

Step	---- COOK ----		SENIOR COOK 7 HRS	---- ASST COOK ----			FOOD SERV WORKER PART TIME
	7 HRS	6 HRS		7 HRS	6 HRS	4 HRS	
New Hires	-	-	-	-	-	-	14.01 / HR
1	-	19,805		20,003	17,145	11,430	14.56 / HR
2	-	20,847		20,919	17,931	11,954	15.05 / HR
3	-	22,001		21,917	18,785	12,521	15.59 / HR
4	-	23,145		22,917	19,643	13,094	16.14 / HR
5	-	24,294		23,924	20,507	13,674	16.83 / HR
6	-	25,446		24,923	21,363	14,243	17.19 / HR
7	-	26,592		25,925	22,221	14,816	
8	32,750	28,112	30,012	27,273	23,376	15,660	
9	34,101	29,266	31,362	28,621	24,533	16,429	

## UPSEU: CAFETERIA STAFF 2015/2016 plus 1.5%

Step	---- COOK ----		SENIOR COOK 7 HRS	---- ASST COOK ----			FOOD SERV WORKER PART TIME
	7 HRS	6 HRS		6 HRS	4 HRS		
New Hires	-	-	-	-	-	-	14.22 / HR
1	-	20,102		20,303	17,402	11,602	14.78 / HR
2	-	21,160		21,233	18,200	12,133	15.27 / HR
3	-	22,331		22,245	19,067	12,709	15.83 / HR
4	-	23,493		23,261	19,937	13,291	16.38 / HR
5	-	24,658		24,283	20,814	13,879	17.09 / HR
6	-	25,828		25,297	21,683	14,456	17.44 / HR
7	-	26,991		26,314	22,555	15,038	
8	33,241	28,534	30,462	27,682	23,727	15,895	
9	34,612	29,705	31,832	29,051	24,901	16,675	

## Appendix C

### UPSEU: BUS DRIVERS 2013-2014 plus 0.0%

Step	DRIVER CL I	DRIVER CL II
1	16.45 / HR	
2	17.29 / HR	
3	17.96 / HR	
4	18.96 / HR	
5	20.25 / HR	
6	20.87 / HR	
7		23.65 / HR
8		24.28 / HR

### UPSEU: BUS DRIVERS 2014-2015 plus 1.25%

Step	DRIVER CL I	DRIVER CL II
1	16.66 / HR	
2	17.51 / HR	
3	18.19 / HR	
4	19.20 / HR	
5	20.50 / HR	
6	21.13 / HR	
7		23.94 / HR
8		24.59 / HR

### UPSEU: BUS DRIVERS 2015-2016 plus 1.5%

Step	DRIVER CL I	DRIVER CL II
1	16.91 / HR	
2	17.77 / HR	
3	18.46 / HR	
4	19.49 / HR	
5	20.81 / HR	
6	21.44 / HR	
7		24.30 / HR
8		24.96 / HR

## APPENDIX D

**Frank McDermott**